

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

DDB Canada

2. Registration Number

7099

3. Primary Address of Registrant

33 Bloor Street, East Suite 1700, Toronto, Ontario, CANADA M4W 3T4

4. Name of Foreign Principal

Canadian Energy Centre Ltd.

5. Address of Foreign Principal801 6th Ave. S.W., Suite 300
Calgary, Alberta
CANADA T2P 3W2**6. Country/Region Represented**

CANADA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Organization to promote Alberta's oil and gas industry.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/17/2022Sumithra Naidoo/s/Sumithra Naidoo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/17/22

Sumithra Naidoo



Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: The Canadian Energy Center Ltd. was created by the United Conservative Party to counter disinformation about Alberta's oil and gas sector. It is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Directed: The CEC is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Controlled: The CEC is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Subsidized: The CEC is funded by the Alberta Provincial Government.

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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

DDB Canada

2. Registration Number

7099

3. Name of Foreign Principal

Canadian Energy Centre Ltd.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/15/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreement is for the provision of consulting services with respect to the advertising and promotion of CEC, including strategic consultation on specific, targeted advertising campaigns.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provision of consulting services with respect to the advertising and promotion of CEC, including strategic consultation on specific, targeted advertising campaigns.

Note: effective date of agreement with respect to registerable US activities was March 10, 2022. December 15 date is date of overarching relationship, which until March 10, 2022 did not involve activities with respect to the US market.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Influence American public opinion with respect to the Canadian oil and gas industry.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/17/2022

Sumithra Naidoo

/s/Sumithra Naidoo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/17/22

Sumithra Naidoo



THIS CONSULTING AGREEMENT effective as of the 15th day of December, 2021 (the "**Effective Date**").

AMONG:

CANADIAN ENERGY CENTRE LTD., a corporation having an office in the City of Calgary, in the Province of Alberta ("**CEC**")

-and-

DDB CANADA, a division of Omnicom Canada Corp., a corporation incorporated pursuant to the laws of the Province of Nova Scotia (the "**Consultant**")

WHEREAS the Consultant and CEC (collectively, the "**Parties**" and individually a "**Party**") desire to enter into this Consulting Agreement (this "**Agreement**") for the purposes of setting forth the terms and conditions under which the Consultant shall provide consulting services to CEC;

AND WHEREAS the Consultant is in the business of providing advertising agency services for a fee;

AND WHEREAS CEC wishes to retain the Consultant on a non-exclusive basis to provide, and the Consultant wishes to provide to CEC, the advertising agency services set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged), the Parties have agreed, and this Agreement witnesses, as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 CEC agrees to retain the Consultant to provide consulting services to CEC related to the advertising and promotion of CEC (the "**Services**"). The Services will be outlined in individual scopes of work (each a "**SOW**"), and each SOW shall be agreed to by both Parties. The Parties currently anticipate the Services may include those services outlined in Schedule "A-1". The Consultant shall not make any changes to the scope of the Services, including undertaking any additional work or any incremental SOW, unless it has received CEC's prior written authorization. CEC may, by written notice to the Consultant, alter, add or decrease the scope of Services from time to time, provided that no new SOW or amendment to an existing SOW shall be effective until agreed to in writing by both Parties.
- 1.2 The Consultant shall report directly to the Executive Director of Operations of CEC or such other individual as may be determined by the Chief Executive Officer of CEC (the "**CEO**").
- 1.3 Subject to Section 1.1 no change to the Agreement shall be effective unless it is in writing and signed by the Parties.
- 1.4 The Consultant shall furnish, at its own expense, the equipment, supplies, tools and other materials used to perform the Services.
- 1.5 The Consultant shall determine the manner or means by which it performs the Services for CEC, including but not limited to the time and place for performance of the Services.
- 1.6 The Parties agree that the only persons who can provide the Services on behalf of the Consultant, without the prior written consent of CEC, are the Consultant's Employees (as defined in Schedule

"A-2") or the Permitted Subcontractors (as defined in Section 5.1 below) (collectively, the Consultant's Employees and the Permitted Subcontractors are referred to herein as the "**Consultant's Personnel**")

- 1.7 Notwithstanding the Consultant's Personnel providing any of the Services, the Consultant shall not be relieved of any of its liabilities and responsibilities hereunder and shall remain fully liable for the performance of the Services.

ARTICLE 2 TERM

- 2.1 Notwithstanding the date of execution of this Agreement, this Agreement shall be effective on the Effective Date, and shall continue thereafter until expiring on **March 31, 2023** (the "**Expiry Date**") at which time this Agreement and the consulting relationship shall cease without further notice, unless terminated earlier in accordance with this Agreement.

ARTICLE 3 NATURE OF THE RELATIONSHIP

- 3.1 The Consultant represents and acknowledges that the Services provided pursuant to this Agreement shall be provided as an independent contractor and not as an employee. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, fiduciary or employment relationship between CEC and the Consultant or the Consultant's Personnel for any purpose, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.
- 3.2 This Agreement is for the Services of the Consultant as a separate business unit, and neither the Consultant nor the Consultant's Personnel shall be eligible to participate in any benefit or compensation plan offered by CEC to its employees, including, without limitation, any payments under any employment standards legislation.
- 3.3 CEC shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker's compensation insurance premiums for the Consultant or the Consultant's Personnel.
- 3.4 The Consultant shall be fully responsible for the Consultant's Personnel and shall indemnify CEC against any claims made by or on behalf of any of the Consultant's Personnel, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. Section 3.4 shall survive the termination of this Agreement and remain binding on the Consultant.

ARTICLE 4 SERVICE FEES AND PAYMENT

- 4.1 CEC will pay the Consultant the fees and commissions as set out in Schedule "B". Terms regarding the Consultant's expenses and invoicing are also found in Schedule "B" to this Agreement.

ARTICLE 5 SUBCONTRACTORS

- 5.1 The Consultant must obtain CEC's written consent, which consent may not be unreasonably withheld, prior to entering into any agreement or otherwise engaging any person or entity, including

subcontractors or affiliates of the Consultant, other than the Consultant's Employees, to provide any Services to CEC (the "**Permitted Subcontractors**").

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 The Consultant shall:

- (a) maintain all necessary licenses and consents,
- (b) perform the Services in a professional and workmanlike manner in accordance with industry standards, professional codes, practices, policies and guidelines;
- (c) comply with all relevant laws, rules, and regulations applicable to the provision of the Services, including the *Competition Act*, RSC 1985, c C-34, and other applicable advertising and marketing laws, *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C. 2010, c. 23 (Canada's Anti-Spam Legislation, the *Personal Information Protection and Electric Documents Act*, and other applicable privacy, provincial consumer protection laws, sector-specific legislation, and federal packaging and labelling and health and safety statutes;
- (d) comply with CEC's Media Policy attached as Schedule "A-3", and all other policies and practices of CEC that pertain to consultants and as provided to the Consultant;
- (e) maintain complete and accurate records relating to the provision of the Services under this Agreement for inspection by or on behalf of CEC; and
- (f) ensure that all persons, whether the Consultant's Personnel or anyone acting for or on behalf of the Consultant comply with and are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.

6.2 The Consultant covenants and agrees that the Consultant shall is responsible for and shall remit all corporate Goods and Services, personal, employment and income taxes, government pension, provincial health insurance, Employment Insurance contributions and other taxes and withholdings required by law.

6.3 The Consultant shall follow the lawful and reasonable directions of the CEO, and the Consultant shall at all times make best efforts to promote the interests of CEC.

6.4 During term of this Agreement the Consultant may, without prior written consent of CEC, provide services to other corporations or entities, provided that doing so does not in any way impair the Consultant's ability to provide the Services pursuant to this Agreement or put the Consultant in a conflict of interest or what could be reasonably perceived to be a conflict of interest with CEC.

6.5 CEC represents and warrants that:

- (a) CEC has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

- (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action; and
- (c) within the context of the Services provided under this Agreement, CEC shall be responsible for:
 - i. the accuracy, completeness and propriety of information or material that CEC provides to the Consultant, or that CEC approves prior to publication concerning CEC's organization, products, services and CEC's competitors' products and services; and
 - ii. for the rights, licenses and permissions to use of material furnished to the Consultant by CEC or on CEC's behalf in the performance of this Agreement.

ARTICLE 7 OWNERSHIP AND COPYRIGHT

- 7.1 Subject to Sections 7.3 and 7.4, ownership of any work, information or materials, regardless of form, and including all Intellectual Property Rights therein, acquired, created or developed under this Agreement by the Consultant, its employees or agents, including (without limitation) the Consultant's Personnel, through the performance of Services or otherwise (the "**Developed Works**"), shall vest in and be owned by CEC immediately upon the acquisition, creation or development of such Developed Works and the Consultant shall retain no right, title or interest in them. "**Intellectual Property Rights**" means all intellectual, industrial or other proprietary rights anywhere in the world comprising or relating to: (a) any trademark, copyright, or confidential information; (b) any registration, application or right to apply for the registration of any trademark, copyright, or confidential information; and (c) any right in any cause of action relating to any of the foregoing.
- 7.2 The Consultant will cause each of the Consultant's Personnel to irrevocably waive all moral rights such Consultant's Personnel have respecting any Developed Works. If, at any time, the Consultant or any the Consultant's Personnel acquire any Intellectual Property Rights in any Developed Works, the Consultant hereby assigns (or shall cause the Consultant's Personnel to assign) and agrees to assign all of its right, title and interest in and to such Intellectual Property Rights to CEC. When requested, the Consultant further agrees to execute all necessary documents to effect the legal and beneficial transfer of all such Intellectual Property Rights to CEC. On the reasonable request of CEC and at the expense of CEC, but without further consideration, the Consultant agrees to provide all reasonable assistance to CEC to obtain and enforce proper protection, registration and ownership of Intellectual Property Rights in all Developed Works.
- 7.3 Notwithstanding Section 7.1, the Consultant shall continue to own its underlying code, processes and methodology, regardless of form (including any Intellectual Property Rights therein) that it uses or develops in its performance of Services (the "**Consultant Works**"). The Consultant hereby grants CEC a non-exclusive, perpetual, irrevocable, sublicenseable, worldwide, royalty-free license and right to reproduce, distribute, and otherwise use the Consultant Works in CEC's works, including the Developed Works.
- 7.4 Notwithstanding Section 7.1, from time to time, with the prior written consent of CEC, the Consultant may licence assets, elements, materials or performances from third parties ("**Third Party Materials**") for inclusion in the Developed Works, where the owner of such Third Party Materials continues to maintain ownership of such assets, and licenses specific usage of the Third Party Materials to the Consultant, as specified in the relevant SOW. CEC's usage rights for Developed Works that include Third Party Materials shall be subject to the limitations and restrictions on usage set forth in the license agreement for such Third Party Materials, and CEC hereby agrees to abide

by such limitations and restrictions. Where CEC wishes to use Developed Works beyond the usage anticipated in the relevant SOW, the Consultant shall provide CEC with an estimate to secure additional usage rights and CEC shall not expand its usage unless and until such additional rights are cleared at CEC's cost. Finally, where such Third-Party Materials are performances, CEC acknowledges that the Consultant is a signatory to the Alliance of Canadian Cinema, Television and Radio Artists ("**ACTRA**") national commercial agreement ("**NCA**"), and as such any engagement of talent in connection with the Developed Works will be governed by the terms of the NCA, and any use of Developed Works that include ACTRA talent performances shall require the payment of use fees, royalties and residuals as set forth in the NCA. If requested, the Consultant shall use reasonable efforts to provide CEC with rough estimates of the costs of: (a) additional usage rights for Developed Works that will include Third Party Materials for uses beyond those uses contemplated in the relevant SOW; and (b) additional use fees, royalties or residuals for Developed Works that will include ACTRA talent performances, for uses beyond those uses contemplated in the relevant SOW, provided however, that CEC recognizes that the incremental costs will depend entirely upon the additional usage of the Developed Works requested by CEC and that such estimates will be based solely on current ACTRA terms and on assumptions as to additional use, which may differ at the time CEC elects to acquire further usage rights.

ARTICLE 8 NO INFRINGEMENT

- 8.1 The Consultant hereby represents and warrants that all Services provided hereunder and all Developed Works will not infringe any Intellectual Property Right of any Person, provided that, with respect to Services requiring the development of trademarks (whether design marks or word marks), the Consultant shall only conduct a preliminary scan of the Canadian Intellectual Property Office search database to ensure that such marks do not appear to conflict with any registered mark, and will recommend to CEC that a formal search be conducted by trademark professionals. Where the Consultant has recommended such a search and CEC has chosen not to undertake such a search the Consultant makes no warranty as to infringement. "**Person**" means an individual, a partnership, a corporation, a limited or unlimited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof. Notwithstanding the foregoing, the Consultant makes no representation or warranty in respect of any trademark, material, information, instructions or data supplied by CEC (the "**CEC Materials**") to the Consultant for inclusion in the Developed Works.

ARTICLE 9 INDEMNITIES

- 9.1 Subject to ARTICLE 10, the Consultant hereby covenants and agrees that during the term of this Agreement and after the termination or expiration of this Agreement:
- (a) the Consultant shall indemnify and save harmless CEC and its affiliates, employees, consultants, officers, directors, agents, (collectively the "**CEC Indemnified Parties**") of, from and against all claims, charges, taxes, penalties, interest payments or demands which may be made by the Minister of National Revenue requiring CEC to pay income tax, charges, taxes, penalties or interest under the *Income Tax Act* (Canada) in respect of the Services provided by the Consultant under this Agreement and in respect of any and all claims, charges, taxes or penalties and demands which may be made pursuant to the Canada Pension Plan (Canada) or the *Employment Insurance Act* (Canada) or any other applicable federal or provincial statute or regulation, with respect to any amount which may, in the future, be found to be payable by CEC in respect of the Services;

- (b) the Consultant shall be liable to CEC for and in addition shall indemnify and save harmless the CEC Indemnified Parties, of, from and against all actions, suits (including legal fees and interest), claims, costs, expenses, losses and demands for damages or injuries, which may be claimed, made or brought by any third party against any CEC Indemnified Party, arising out of or in connection with any act or omission of the Consultant or the Consultant's Personnel within the context of the Services provided under this Agreement; and
- (c) if all or any portion of the Services or Developed Works is held to infringe any Intellectual Property Rights, or if the use of all or any portion of the Services or Developed Works is enjoined as a result of a claim for infringement of any Intellectual Property Rights that does not arise out of the CEC Materials, the Consultant shall, in addition to the indemnification obligation set forth above, at the Consultant's own expense:
 - i. procure for CEC the right to use such infringing Services or Developed Works for the usage period set forth in the SOW;
 - ii. replace the infringing Services or Developed Works with Services or Developed Works that are not infringing or potentially infringing; or
 - iii. modify the Services or Developed Works so that they become non-infringing.

Any such replacement or modification of all or any portion of the Services or Developed Works shall meet the requirements, and be subject to the terms, of the SOW under which the Services were originally performed.

- 9.2 Subject to ARTICLE 10, CEC shall indemnify and save harmless the Consultant for any and all damages that may be suffered, sustained, paid or incurred by the Consultant and its directors, officers, employees, agents and contractors (collectively the "**Consultant Indemnified Parties**"), which may be claimed, made or brought by any third party against any Consultant Indemnified Party arising out of or in connection with any act or omission of the CEC within the context of this Agreement, including, without limitation in relation to or arising out of any CEC Materials the Consultant is instructed to include in the Developed Works.
- 9.3 CEC further agrees that where the Consultant is served with a subpoena, or request for discovery or other legal production, in connection with any regulatory review or investigation of CEC operations or any legal action involving CEC, CEC shall indemnify the Consultant for any and all legal costs and fees incurred with responding to such an action, provided that:
 - (a) such legal costs and fees were incurred by the Consultant in relation to the Services provided under this Agreement; or
 - (b) such legal costs and fees were incurred by the Consultant as a result of CEC's breach of Section 6.5(c) of this Agreement.
- 9.4 The provisions of this ARTICLE 9 will continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any damages based on facts or conditions that occurred prior to such expiration or termination.

ARTICLE 10 LIMITATION OF LIABILITY

- 10.1 Except as otherwise provided in Section 10.2, in no event will:

- (a) either Party be liable to the other Party for any loss of use, revenue or profit or for any indirect, incidental, consequential, special, aggravated, punitive or exemplary damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages; and
 - (b) either Party's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount budgeted in the SOW under which the claim arises.
- 10.2 The exclusions and limitations in Section 10.1 shall not apply to:
- (a) damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under ARTICLE 7, ARTICLE 8, or ARTICLE 13;
 - (b) damages or other liabilities arising out of or relating to a Party's gross negligence, wilful misconduct, or intentional acts;
 - (c) a Party's indemnification obligations under Section 3.4 and ARTICLE 9 above.

ARTICLE 11 TERMINATION

- 11.1 This Agreement and the consulting relationship will terminate immediately:
- (a) if there is a material breach of this Agreement by the Consultant or CEC, which is not cured within ten (10) business days of being notified in writing of such breach;
 - (b) if either Party becomes insolvent or be adjudged bankrupt;
 - (c) upon the mutual written agreement of the Parties; or
 - (d) if the CEC Grant Amending Agreement #2 dated April 19, 2021 (number 003046) is terminated.
- 11.2 CEC and the Consultant may immediately terminate this Agreement and the consulting relationship at any time prior to the Expiry Date for any reason other than the reasons set out in Section 11.1 by providing thirty (30) days written notice to the other Party.
- 11.3 Notwithstanding any provision of this Agreement to the contrary, the Parties expressly agrees that upon termination or expiration of this Agreement for any reason, the only payments owing to the Consultant by CEC are:
- (a) any unpaid but earned Service Fees (as defined in Schedule "B") owing up to and including the termination date;
 - (b) any unpaid Third Party Costs (as defined in Schedule "B") incurred by the Consultant pursuant to this Agreement up to and including the termination date;
 - (c) any unpaid Third Party Costs (as defined in Schedule "B") for non-cancellable materials, services, contracts, reservations, arrangements, etc. that the Consultant has committed itself to purchase for CEC's account pursuant to this Agreement up to and including the termination date, including, without limitation media ordered which may not run until after the termination date; and

- (d) any pre-approved and unpaid expenses incurred by the Consultant up to and including the termination date.
- 11.4 For any unpaid Third Party Costs outlined above in Section 11.3(c), the Consultant shall transfer the remaining term or benefit of such materials, services contracts, reservations, arrangements, etc. to CEC.
- 11.5 Upon receiving notice of termination, or providing notice of termination, the Consultant agrees to use commercially reasonable efforts to mitigate any unpaid Third Party Costs and will not incur any additional Third Party Costs without CEC's prior written consent.
- 11.6 Upon termination of this Agreement for any reason, the Consultant will:
- (a) transfer, assign, return and make available to CEC, or CEC's representative, all CEC materials in the Consultant's possession or control belonging to CEC, including all Confidential Information; subject, however, to any third party property rights of which the Consultant has informed CEC in writing and subject to any costs associated therein which are payable by the CEC. Notwithstanding the foregoing, it is understood by the Parties that the Consultant may keep archival copies of CEC materials in order to comply with applicable legal requirements or the Consultant's automatic archiving and back-up procedures, and any archival copies shall be subject to the confidentiality obligations and prohibitions on use herein so long as such is retained; and
 - (b) give all reasonable cooperation toward transferring (if transferable and not already transferred) to CEC or CEC's designee, with approval of third parties in interest, all contracts and other arrangements with advertising media, media vendors, or others for advertising space, facilities, and talent, and other materials yet to be used, and all rights and claims thereto and therein, in connection with its provision of the Services, upon the CEC duly releasing the Consultant from the obligation thereof.

ARTICLE 12 INSURANCE

- 12.1 During the term of this Agreement, the Consultant shall procure and maintain in force at its own expense, insurance covering their respective liabilities in respect of or arising out of or in connection with the Services and which is consistent with, and in amounts not less than as set forth in, Schedule "C" to this Agreement.

ARTICLE 13 CONFIDENTIAL INFORMATION

- 13.1 For the purposes of this Agreement, "**Confidential Information**" means any confidential or proprietary information relating to the business of either Party including, without limitation, any financial, business, marketing, technical and scientific information, trade secrets, processes, designs and design concepts, drawings, data, plans, specifications, know-how, improvements, inventions (whether patentable or not), tools, technology, customer lists, rates, fees, vendor contacts, personnel information, business opportunities and other information whether or not related to or arising from the activities contemplated in this Agreement and whether disclosed verbally or otherwise. Notwithstanding the foregoing, Confidential Information does not include any information that: (a) is in the public domain without such disclosure being a result, directly or indirectly, of a breach of this Agreement; (b) was previously known to the receiving party (the "**Recipient**"), reasonable proof of which lies upon the Recipient; (c) is developed by the Recipient without reference to any Confidential Information, reasonable proof of which lies upon the Recipient; or (d) was received by

the Recipient from a source (other than the disclosing party ("**Disclosing Party**")) and such information was not subject to obligations of confidence.

- 13.2 The Recipient agrees to accept and retain all Confidential Information in confidence and, at all times during the term of this Agreement and the consulting relationship and following the termination or expiration of this Agreement and the consulting relationship (regardless of the reason for the cessation of this Agreement and the consulting relationship), not to disclose or reveal any Confidential Information to any third parties and to refrain from using Confidential Information for any purposes other than those authorized by Disclosing Party.
- 13.3 Upon the termination or expiration of this Agreement and the consulting relationship (for any reason or for no reason), or earlier if requested by Disclosing Party, the Recipient shall promptly:
- (a) return to Disclosing Party all Confidential Information and copies thereof; and
 - (b) immediately deliver to Disclosing Party any property of Disclosing Party which is in its possession or under its control (i.e., products, materials, notes, records).
- 13.4 The Recipient agrees to abide by any policies or procedures of Disclosing Party pertaining to the Confidential Information of Disclosing Party. A breach by the Recipient of ARTICLE 13 shall be considered a material breach of this Agreement pursuant to Section 11.1(a).

ARTICLE 14 NOTICE

- 14.1 Any notice given under this Agreement shall be in writing and shall be deemed to have been received immediately if delivered in person or delivered by email, or in five (5) days if delivered by mail at the following addresses:
- (a) CEC:

Canadian Energy Centre Ltd.
Suite 300, 801 6th Ave. S.W.
Calgary, AB
T2P 3W2

Attention: Tom Olsen
Telephone: 587-391-1589
Email: inbox@canadianenergycentre.ca
 - (b) The Consultant:

DDB Canada
#1900, 10025 102 A Avenue,
Edmonton, AB
T5J 2Z2

Attention: Helene Leggatt, President-Edmonton
Telephone: 403-917 -6600
Email: helene.leggatt@ddbcanada.com

**ARTICLE 15
MISCELLANEOUS**

- 15.1 Each Party shall, upon the reasonable request of the any other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- 15.2 This Agreement and any attachments constitutes the entire agreement among the Parties and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements among or between the Parties, written or oral, express or implied, including, but not limited to, any other prior offers or contracts of employment or consulting services. The Parties do not rely upon or regard as material any representations or other agreements not specifically incorporated into and made part of this Agreement.
- 15.3 The article headings in this Agreement are for convenience only and do not affecting the meaning, construction or interpretation of this Agreement.
- 15.4 This Agreement may not be assigned or amended by any Party without the express written consent of the other Parties.
- 15.5 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors, permitted assigns and other legal and personal representatives.
- 15.6 Unless otherwise stated herein, any amendment to this Agreement must be in writing and executed by all Parties.
- 15.7 If any paragraph, subparagraph or provision of this Agreement is determined to be unenforceable by a Court of competent jurisdiction then such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.
- 15.8 No waiver of any breach of this Agreement is deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Agreement, the waiver is limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms and conditions of this Agreement does not constitute a waiver of the terms or conditions.
- 15.9 In the event either Party is delayed or unable to perform any part of its obligations under this Agreement due to unforeseeable circumstances beyond the reasonable control of such Party, including acts of nature or the elements, pandemic or epidemic, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, an event of "**Force Majeure**"), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall (i) lack of funds or economic hardship; (ii) failure to obtain necessary licenses or approvals; (iii) import or export restrictions or customs clearance or compliance; or (iv) strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other Party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the Agreement pending resolution of the Force Majeure, or terminate the Agreement. Where the Force Majeure event affects payment systems, a delay in payment may be necessitated,

but payment will made as soon as such systemic interruption is remedied or alternative means of payment are available. No Force Majeure event shall excuse CEC from payment of fees and expenses due to Consultant for Services rendered up to the date of an event of Force Majeure.

- 15.10 Time shall be of the essence of this Agreement.
- 15.11 Notwithstanding the termination of this Agreement or the consulting relationship, and regardless of the reason for such termination, any obligations or duties arising out of this Agreement that, by their nature, extend beyond the termination of the Agreement shall survive any such termination and shall remain in effect.
- 15.12 This Agreement shall be interpreted and governed by the laws of the Province of Alberta and applicable federal laws of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Alberta in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 15.13 This Agreement may be executed in any number of counterparts and each counterpart shall be considered an original of this Agreement. Together all executed counterparts constitute one and the same instrument; however, no Party is bound to this Agreement unless and until all Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile transmission or PDF to the other Parties is a valid as an original and is binding between the Parties.

[signature page follows]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 15 day of December, 2021, and effective as of the Effective Date.

CANADIAN ENERGY CENTRE LTD.

Per: 
Tom Olsen, Chief Executive Officer

Per: 
Hon. Sonya Savage, Minister of Energy

**DDB CANADA, a division of OMNICOM
CANADA CORP.**

Per: 
Helene Leggatt, President - Edmonton

SCHEDULE "A-1"

SERVICES

All campaigns will be outlined and approved using a Statement of Work prepared by the Consultant and approved in writing by CEC. All marketing efforts must be aligned to the CEC's goals, leverage research insights, and be measurable. Each individual Statement of Work will outline specific tasks and the budget allocated to complete the specific tasks.

The Party's expressly agree that no campaign, or any publication made on the CEC's behalf by the Consultant, shall be published without CEC having the advance opportunity to review and approve any such campaign or publication.

The Parties anticipate the Services included in the campaigns may include the following:

STRATEGIC PLANNING

- The Consultant will develop and create consumer-direct strategic marketing campaigns that are emotional and compelling in order to measurably change perceptions about Canada's energy sector.
- Target markets are both National and International.
 - Canada
 - United States
 - European Union and United Kingdom
- The Consultant will develop each campaign aligned to CEC's customer segmentation.
- All campaigns must be fully integrated with other CEC marketing initiatives & channels.
- The Consultant will develop and execute online marketing initiatives, as needed.
- The Consultant will support the CEC strategically in creative, design and production, where required.
- The Consultant will provide media buying services nationally and internationally.
- The Consultant will collaborate with the CEC to define metrics, create a strategic dashboard and report on measurable results consistently.

BRAND ALIGNMENT

The Consultant will leverage existing brand, brand identity, and existing research when developing all marketing campaigns and programs. This should include when undertaking audience profiling and segmentation, creating briefs, and defining the approach for all campaign development. (No new brand strategy or development is required).

DIGITAL

The Consultant will develop and execute online marketing initiatives, including social media strategies.

Social Media control (i.e. deployment, read/write access) to be retained by CEC, and all campaign plans may include Social Media.

CONTENT CREATION, DESIGN AND PRODUCTION

- Develop creative concepts that bring to life and articulate the issues and the importance of energy by leveraging CEC's key messages.
- The Consultant must address target audience segments at various stages and be deliverable across a variety of platforms.
- The Consultant will work with the CEC team to develop printed materials, copywriting, video, photography, audio, displays, digital, or visual materials.
- The Consultant will develop and manage art direction, image selection, design, copywriting and layout, video editing and adaptation, and dynamic ad creation tools.
- CEC will approve the third-party vendors and in some cases may direct the Consultant to use specific third party vendors, provided that where CEC directs the Consultant to use a specific vendor, the Consultant makes no representation, warranty and shall accept no liability in respect of the work performed by such vendor.

MEDIA BUYING

- The Consultant will provide media buying at the national and international levels.
- The Consultant will develop a media plan for each campaign for placement in Canada and Internationally.
- The Consultant will be responsible for buying media but from time to time CEC may direct the Consultant to use an agency or the CEC account if it is a better option for the campaign.
- The Consultant will manage the advertising regulatory requirements both domestically and internationally on behalf of CEC.
- The Consultant will provide the services to buy media and deliver services in the United States, European Union and the United Kingdom, knowledge of the foreign advertising laws and regulations, as well as ability to execute multi-language campaigns as required.

MEASUREMENT AND REPORTING

- The Consultant will collaborate with the CEC on each campaign to define metrics, create a strategic dashboard and report on measurable results consistently.
- The Consultant will grant CEC access to their real-time online dashboard.
- The Consultant will work with the CEC team to measure creative effectiveness to continually evolve creative strategies and improve performance.
- The Consultant will garner insights from content and campaign data to ensure that strategies are brand-aligned and tailored to targeted audiences on multiple channels.
- The Consultant will provide timely reports post-campaign and conduct quarterly meetings to track

progress and next steps.

- The Consultant will report monthly on:
 - Activities completed.
 - Budget and finance management (Budget Control Reports, invoices, accruals, forecasting, etc.) as per CEC requirements.
- The Consultant will prepare campaign reports including Activity and Budget Plan and performance compared to the measurement plans.
- The Consultant will post campaign reports that provide:
 - Measures of success for the campaign on the perception of Alberta Energy in the region based on third party surveys.
 - Insights and opinions from available market data to adjust future campaigns.

Schedule "A-2"

KEY PERSONNEL

The following shall identify the key individuals employed by the Consultant (the "**Key Personnel**") who shall perform the following functions during the term of this Agreement, as required, provided that one (1) individual may perform multiple functions:

Functions	Name
Executive Lead	Helene Leggat
Strategy and Campaign Oversight Lead	Martha Jamieson
Project Planner	Alison Canagasaby
Account Director	TBD
Creative Director	Eva Polis
Design Director	Howard Poon
Digital Director	Andrew Brown
Media Director	Kathy Shapka
Digital Media Planner	Diana Vincent
Director of Production	Debbie Shinehoft

In the event that:

1. the CEC requests that the Consultant replace any Key Personnel;
2. any Key Personnel resigns or is terminated from the employ of the Consultant, dies or is rendered incapable of performing his duties; or
3. the Consultant otherwise reasonably requires any Key Personnel to be reassigned or replaced;

the Consultant shall exercise commercially reasonable efforts to have such Key Personnel replaced by another employee of the Consultant with equivalent experiences and qualifications (the "**Replacement Personnel**").

CEC agrees that, in addition to the Key Personnel and the Replacement Personnel, the Consultant may use other junior or support personnel with the necessary experiences and qualifications in the provision of the Services (the "**Junior Personnel**") (the Key Personnel, Replacement Personnel and Junior Personnel are collectively referred to herein as the "**Consultant's Employees**").

The Consultant's Employees shall be qualified, experienced, reasonably acceptable to CEC, have or have obtained decision-making authority within the Consultant's proscribed limits, and shall be available to CEC during normal business hours and will use reasonable efforts to be available at other times.

Schedule "A-3"

MEDIA POLICY

CEC strives to advance its mission by communicating openly and honestly using consistent messages with its partners and stakeholders, including the media. It is important for all CEC staff and board members to reinforce these messages by referring all calls from any media source to the appropriate individual.

When the Consultant is contacted by the media on campaigns or materials related to work done for the CEC, the Consultant, and the CEO or the Executive Director of Operation of CEC, and the Marketing Lead will collaborate on response messaging and designate a proper spokesperson. All media contact will be forwarded to the CEC for review. For greater certainty, at no point is the Consultant or any of the Consultant's Personnel, permitted to correspond with any media source relating to CEC without first following the above procedures.

SCHEDULE "B"

PAYMENT TERMS and INVOICING REQUIREMENTS

The Parties agree that all amounts owing by CEC to the Consultant for Services rendered during the term of this Agreement as set out in each Statement of Work will be based on the attached rate sheet, as may be amended from time to time by the Parties in writing.

FEES

The service fees owing by CEC to the Consultant for Services during the term of this Agreement will be based on the hourly rates set out in the attached rate sheet, plus applicable GST (the "**Service Fees**"). The Consultant's GST number is 100806017.

COMMISSIONS

CEC will pay the Consultant a commission of 8% on NET media spend (as set out in the attached rate sheet) for all media purchased by the Consultant during the term of this Agreement, and pursuant to the terms and condition of this Agreement.

THIRD PARTY COSTS

With regards to amounts owing for all third party costs, including media, production and research costs (the "**Third Party Costs**"):

- the Consultant shall not incur any Third Party Costs without CEC's pre-approval of such costs; and
- the Consultant shall operate on the basis of no-float, meaning that in no event shall the Consultant be required to pay amounts owing on account of goods and services for CEC out of its own funds.

In entering into agreements with third parties for goods and services for CEC, the Consultant shall contract as principal for the benefit of CEC on the basis of sequential liability whereby the Consultant shall be liable for payment of amounts owing to such third parties to the extent funds have been received from CEC to satisfy such obligations.

EXPENSES

With **advanced approval** from the CEO, CEC will reimburse the Consultant for all actual, documented and reasonable expenses incurred in connection with the provision of the Services, subject to the Consultant providing to CEC the pertinent supporting invoices and receipts. These additional expenses may include:

- Travel
- Accommodations
- Meals

INVOICES

Service Fees Invoices

With respect to the Service Fees, not later than five (5) days following the end of each calendar month during the term of this Agreement, the Consultant is required to provide to CEC an invoice that:

- specifies the total Service Fee owing for the Services provided in the previous calendar month;
- specifies the position and hourly rate of the Consultant's Personnel that provided the Services in the previous calendar month;
- specifies the number of hours in which each of the Consultant's Personnel provided the Services in the previous calendar month;
- provides a description of the Services provided by each of the Consultant's Personnel in the previous calendar month; and
- includes such other items or information as may be determined by CEC.

Third Party Cost Invoices

The Consultant shall invoice CEC for all Third Party Costs in advance of the due date for such costs so that:

- if CEC is to pay the Third Party Cost directly, to allow for prepayment by CEC so that CEC may receive the benefit of any available prepayment or similar discount; or
- if the Consultant is to pay the Third Party Cost, to ensure that the Consultant receives payment in time to meet its payment obligations to third party vendors for approved contractual commitments.

For any Third Party Costs that are media costs purchased in advance of airing, within five (5) days of the beginning of the calendar month in which the media is scheduled to run, the Consultant is required to provide CEC a prebill that:

- provides a description of the Third Party Costs;
- specifies the total owing for the Third Party Costs net commissions;
- specifies any markup for commissions; and
- includes such other items or information as may be determined by CEC.

After the media for which the Consultant has provided CEC a prebill for has ran, the Consultant will reconcile the amount prebilled to CEC against the backup invoices for such media, and provide CEC with a final invoice that includes the same information that was contained in the prebill as set out above, plus all backup invoices.

Unless otherwise agreed to in a Statement of Work payment for all undisputed invoiced or prebilled amounts shall be due within thirty (30) days of receipt of the applicable Invoice.

SCHEDULE "C"
INSURANCE REQUIREMENTS

1. The Consultant shall, at its own expense, and without limiting its liabilities or obligations under this Agreement maintain, throughout the term of this Agreement and for a period of twelve (12) months following completion of the Services or termination of this Agreement, commercial general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. Coverage shall include non-owned automobile liability.
2. The Consultant shall provide CEC with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of CEC.
3. The Consultant shall ensure that all of the Consultant's Personnel obtain and maintain insurance sufficient to meet the requirements in Section 1 of this Schedule.
4. The Consultant shall provide CEC with thirty (30) days advance written notice of cancellation of insurance coverage.

RATE SHEET

Pricing Structure**ACCOUNT SERVICES (strategy, project management)**

POSITION	RATE
Strategy	\$225
Director, Account Services	\$195
Account Director	\$170
Account Supervisor/Manager	\$160
Account Executive	\$140
Account Coordinator	\$120

DIGITAL SERVICES (websites, social media, digital content)

POSITION	RATE
Director of Digital	\$205
Digital Strategist	\$180
Digital Project Manager	\$170
UX, UI and Digital Design	\$170
Front end/Backend development	\$180
Social community management	\$170

CREATIVE SERVICES

POSITION	RATE
VP, Creative Director	\$225
VP, Design Director	\$210
Assoc. Design Director	\$180
Art Director	\$170
Copywriter	\$170
Designer	\$160
Production Services Manager	\$160
Broadcast Producer	\$170
Production Artist	\$120

MEDIA SERVICES

POSITION	RATE
VP, Media Director	\$225
Digital Media Director	\$205
Digital/Media Coordinator	\$110
Media Supervisor	\$170
Media Buyer	\$160

MARKUP	RATE
Media Markup	8% on NET media spend
Subcontractor Markup – includes all third-party costs including subcontractors, as well as research, photography, printing, illustration, sound recording, video production, etc.)	Charged at NET cost. NO Agency MARK-UP
Disbursements (couriers)	Charged at NET cost. NO Agency MARK-UP

Assumptions

ASSUMPTION NUMBER	ASSUMPTION DESCRIPTION
1.	Media buyer rate applies to time spent on PLANNING of media campaigns only. We charge hourly for planning, but the agency is paid for the actual purchase of media (MEDIA BUYING function) by media mark-up as noted (buying includes negotiation, optimization, reporting, analytics, related media admin).
2.	GST ADDITIONAL on all rates quoted.
3. All hourly rates	Assumes all work is done by DDB Canada; any work required in the U.S., U.K. or other DDB Worldwide office would be estimated based on scope and applicable hourly rates.
4.	Third party media costs are billed at the beginning of campaign start.
5. SaaS	Specialized subscription software may be needed from time to time for specific deliverables (eg. social media monitoring, website heat mapping). In these cases you would be charged a set amount prorated based on usage. Rates will vary depending upon the tool; rates will be quoted and approved in advance by client. Standard operational software (eg. Trello, Smartsheet, Adobe Creative Cloud, Teams) is NOT charged to client.
6. Out of town travel	Charged at NET cost. NO Agency MARK-UP Out of town travel for on-location film/video production or research purposes will be charged at NET with no mark-up when required

Statement of Work

SOW Number: 11
March 10, 2022

Between:

CANADIAN ENERGY CENTRE a corporation having an
office in the City of Calgary (CEC)

And

OMNICOM CANADA CORP. operating as DDB CANADA
a Nova Scotia corporation, with offices located at
#1900, 10025-102A Avenue, Edmonton, Alberta T5J 2Z2

This Statement of Work ("**SOW**"), adopts and incorporates by reference the terms and conditions of the master agreement ("**Master Agreement**"), which was entered into on **December 15, 2021**, between **CANADIAN ENERGY CENTRE (CEC)** and **OMNICOM CANADA CORP. operating as DDB CANADA**, a Nova Scotia corporation ("**Service Provider**", and together with CLIENT, the "**Parties**", and each, a "**Party**"), as it may be amended from time to time.

This SOW is effective beginning on [March 10, 2022](#) and, unless terminated earlier in accordance with the Master Agreement, ends upon completion of the Work, as defined herein, to the client's reasonable satisfaction [April 30, 2022](#). Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Scope of Work. The Service Provider shall deliver the following (all of which shall be collectively referred to as the "**Work**");

US – Canadian Oil Supply Campaign

This SOW will encompass all agency work to execute an integrated advertising campaign which will be running in markets in the United States. The project will include media planning, creative concepting, execution and campaign management. This SOW will be amended if these deliverables are revised as the project moves along.

Deliverables will be:

- Media blocking chart with total ad spend, audience targeting recommendations and budget allocation by channel
- Creative concepts
- Asset development for the placements based on the approved media blocking chart which will include print ads, digital online ads and digital billboard ads
- Digital work including rapid response media criticism, media crit citadel, organic rebuttals and paid media amplification

2. Work Schedule. The key milestones, completion dates, and terms associated with this SOW are as follows:

- *Presentation of media plan -week of March 7, 2022*
- *Feedback media plan – week of March 7, 2022*
- *Revisions to media plan (if needed) – week of March 7, 2022*
- *Revised media plan presentation (if needed) – week of March 7, 2022*
- *Approval of media plan – week of March 14, 2022*
- *Campaign Brief – week of March 7, 2022*

- *Creative concept presentation – week of March 14, 2022*
- *Feedback on creative concepts – week of March 14, 2022*
- *Revisions to creative concepts & landing page creative dev – week of March 14, 2022*
- *Revised creative concepts & landing page for review/approval – Week of March 14, 2022*
- *Approval on creative concepts & landing page – week of March 14, 2022*
- *Creative production, media buying and creative trafficking – week of March 14, 2022*
- *Landing page build – week of March 14, 2022*
- *Campaign in market date – Week of March 21, 2022*
- *Digital media response – as required to April 30, 2022*

3. Pricing. The total budget for this SOW is listed below and is based on the scope and assumptions included in this SOW:

Item	Cost
Media planning	\$ 9,675.00
Creative concepting	\$11,075.00
Landing page concepting and building	\$5,550.00
Creative execution/ad build	\$10,180.00
Media commission	\$103,015.00
Media placement	\$1,287,500.00
CounterPoint Strategies (\$150,000 USD; see section 5 below)	\$192,000.00
GST	\$80.952.38
Total SOW Cost	\$1,699,997.04.

Work will be invoiced as it progresses; media will be billed on campaign start date.
See master contract for all terms.

4. Assumptions.

- 4.1. *Assumes information provided at brief is complete and accurate*
- 4.2. *The completion date assumes that the CEC and DDB are able to meet at key milestone dates to keep project on track.*
- 4.3. *Assumes any information requests by DDB to complete the work is provided on a timely fashion.*
- 4.4. *Assumes up to two rounds of revisions to creative and to media plan*

5. This specialized subcontractor has been requested by CEC. In accordance with Schedule 1A, DDB makes no representation, warranty and shall accept no liability in respect of the work performed by this vendor.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the Effective Date


CANADIAN ENERGY CENTRE

Per: 

Name: Tom Olsen

Title: CEO

OMNICOM CANADA CORP. o/a DDB CANADA

Per: 

Name: Martha Jamieson

Title: SVP, Strategic Services



Project Estimate

CLIENT Canadian Energy Centre
 DATE 11-Mar-22
 PROJECT NAME 2022 US - Canada Oil Supply Campaign
 DOCKET NUMBER CEC COR C22231

Campaign Description

Agency fees to provide the following for the US - Canada Oil Supply Campaign:

Creative Concepts

- > Creative brief development based on the proposed media placements leveraging Print, Out of Home, and Digital Online placements
- > Agency team briefing
- > Development of creative concepts for 2 print ad variations, online digital ads and digital out of home billboard for client approval
- > Includes revisions to creative (max 2 rounds), for final approval to proceed to execution

Media Plan

- > Comprehensive media plan based on media budget of \$1,287,560.00
- > Will include recommended media placement for campaign, and rationale for publications being included
- > The media plan will be presented along with the creative concepts
- > Includes agency time for one revision to the initial media plan

Creative Execution

- > Once the creative concepts are approved this estimate includes the resizing of the print ad creative to a maximum of 2 different sizes based on the the selected publications ad specs.
- > Also includes the production of the digital online ads based on the two platforms selected, and the digital out of home billboards (max 2 sizes).
- > If additional assets are required a revised estimate will be provided based on the requirements

Landing Page Development*

- > Once feedback has been recieved on the initial creative concepts the DDB team will work on landing page mockups for client review/approval.
- > Includes one round of edits to the landing page as well as development of the final page.

* This may not be required and could be removed from scope if not necessary.

Agency Fees

Strategy	6 hours	\$1,350.00
Account Director	28 hours	\$4,760.00
Account Executive	20 hours	\$2,800.00
VP, Creative Director	20 hours	\$4,500.00
VP, Design Director	28 hours	\$5,880.00
Copywriter	17 hours	\$2,890.00
Production Services Manager	5 hours	\$800.00
Production Artist	20 hours	\$2,400.00
Director of Digital	5 hours	\$1,025.00
UX, UI and Digital Design	10 hours	\$1,700.00
VP, Media Director	20 hours	\$4,500.00
Digital Media Director	15 hours	\$3,075.00
Media Buyer	5 hours	\$800.00

Outside Costs

Rapid Response Media Criticism - \$150,000 USD	\$192,000.00
CEC social media and online digital campaign	\$0.00

Media Costs

Placements purchased select publications (print ads x 2 sizes), out of home digital billboards (2 sizes) and online digital ads (multiple sizes - max 5 sizes). The campaign will run until the media budget has been exhausted.	\$1,287,560.00
Includes 8% agency commission which covers all media buying, campaign optimization and reporting.	\$103,004.80

Subtotal	\$1,619,044.80
GST:	\$80,952.24
ESTIMATE TOTAL	\$1,699,997.04

APPROVAL
 P.O. NUMBER

DATE: Mar 14 2022

DATE: March 11, 2022

CLIENT APPROVAL:

AGENCY APPROVAL:

DISCLAIMERS

GST, couriers, disbursements and travel additional.

ADDITIONAL NOTES

Every effort has been made by DDB to ensure that the information provided within this document is accurate. DDB reserves the right to assess the impact of changes and, should any changes materially affect the deliverables, submit a Change request to modify any of the following: Scope, Estimated Timeline or Estimated Budget.

**eversign**

Audit Trail

Document Details

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File Name	SOW 11 (DDB).pdf
Document ID	6e1fd1bd886c4327b4655e6f01f88794
Fingerprint	606a196de7729e5a95bf48ac1c689760
Status	Completed

Document History

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Document Sent	Document Sent to Tom Olsen (tom.olsen@canadianenergycentre.ca)	Mar 14 2022 03:45PM UTC
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Statement of Work

SOW Number: 9-R1
March 1, 2022

Between:

CANADIAN ENERGY CENTRE a corporation having an
office in the City of Calgary (CEC)

And

OMNICOM CANADA CORP. operating as DDB CANADA
a Nova Scotia corporation, with offices located at
#1900, 10025-102A Avenue, Edmonton, Alberta T5J 2Z2

This Statement of Work ("**SOW**"), adopts and incorporates by reference the terms and conditions of the master agreement ("**Master Agreement**"), which was entered into on **December 15, 2021**, between **CANADIAN ENERGY CENTRE (CEC)** and **OMNICOM CANADA CORP. operating as DDB CANADA**, a Nova Scotia corporation ("**Service Provider**", and together with CLIENT, the "**Parties**", and each, a "**Party**"), as it may be amended from time to time.

This SOW is effective beginning on **February 18, 2022** and, unless terminated earlier in accordance with the Master Agreement, ends upon completion of the Work, as defined herein, to the client's reasonable satisfaction **December 31, 2022**. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Scope of Work. The Service Provider shall deliver the following (all of which shall be collectively referred to as the "**Work**");

Always On Campaign

This SOW will encompass all agency work to execute an Always On Campaign which will target markets in Canada including BC, Ontario and Quebec. Other markets may be targeted as required. Initial work in this first stage of the project will include media evaluation of sponsorship package and recommendations for media spend based on sponsorship, as well as search engine marketing, YouTube video boosting and paid social media placement. This SOW will be amended once these deliverables have been completed.

Deliverables will include:

- Analysis and recommendations for media sponsorship
- Media budget recommendations for Always On campaign
- Strategic recommendations for content for Always On
- Interim media plan for Oil & Gas in our Lives content (from March 7 to April 3, 2022)

2. Work Schedule. The key milestones, completion dates, and terms associated with this SOW are as follows:

- Presentation of analysis and recommendations – Week of March 7, 2022 (Revised with the exclusion of News Forum)
- Blocking chart of Interim media plan – Week of February 28, 2022
- In Market Date for Interim Media plan – Week of March 7

3. Pricing. The total budget for this SOW is listed below and is based on the scope and assumptions

included in this SOW:

Item	Cost
Media analysis and recommendations	\$4,045
Media planning	\$10,170
Media placement – interim (March 7-April 3)	\$6,779.07
GST	\$1,049.70
Total SOW Cost	\$22,043.78

Work will be invoiced as it progresses; media will be billed on campaign start date.

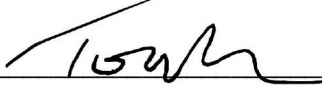
See master contract for all terms.

4. Assumptions.

4.1. Assumes that the CEC will provide content for interim media placement

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the Effective Date

CANADIAN ENERGY CENTRE

Per:  _____

Name: Tom Olsen _____

Title: CEO _____


CANADIAN ENERGY CENTRE

Per: _____

Name: _____

Title: _____

OMNICOM CANADA CORP. o/a DDB CANADA

Per:  _____

Name: Martha Jamieson _____

Title: March 2, 2022 _____



eversign

Audit Trail

Document Details

Title CEC - SOW 9 - Always On Campaign_2022-02-22 - Revision 1[62].pdf
File Name CEC - SOW 9 - Always On Campaign_2022-02-22 - Revision 1[62].pdf
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Project Estimate

CLIENT	Canadian Energy Centre
DATE	28-Feb-22
PROJECT NAME	US Campaign FARA Estimate
DOCKET NUMBER	CEC COR C22291

Campaign Description

The following fees include time for legal process management and legal counsel costs. Fees will be utilized for FARA set up and management over the course of the US Campaign. Legal fees are estimated to be up to \$7,500 US or as little as \$2,500, depending on the amount of work needed.

Scope:

- > Costs associated with the legal team filing all FARA paperwork.
- > Agency fees for all legal management and legal communications throughout the campaign.

Deliverable:

- > Finalized FARA Paperwork

Agency Fees

Strategy	15 hours	\$3,375.00
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Outside Costs

Legal costs associated with the FARA work for the CEC US Campaign. Costs may vary depending upon the scope of work required. Legal fees estimated to range between \$2,500 and \$7,500 USD (\$3,169 to \$9,525 Cdn based on today's exchange rate).	\$9,525.00
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Subtotal	\$12,900.00
GST:	\$645.00
ESTIMATE TOTAL	\$13,545.00

APPROVAL
P.O. NUMBER

DATE
Mar 07 2022

CLIENT APPROVAL:

DATE:
March 1, 2022

AGENCY APPROVAL:

DISCLAIMERS

GST, couriers, disbursements and travel additional.

ADDITIONAL NOTES

Every effort has been made by DDB to ensure that the information provided within this document is accurate. DDB reserves the right to assess the impact of changes and, should any changes materially affect the deliverables, submit a Change request to modify any of the following: Scope, Estimated Timeline or Estimated Budget.

Statement of Work

SOW Number: 10
March 1, 2022

Between:

CANADIAN ENERGY CENTRE a corporation having an
office in the City of Calgary (CEC)

And

OMNICOM CANADA CORP. operating as DDB CANADA
a Nova Scotia corporation, with offices located at
#1900, 10025-102A Avenue, Edmonton, Alberta T5J 2Z2

This Statement of Work ("**SOW**"), adopts and incorporates by reference the terms and conditions of the master agreement ("**Master Agreement**"), which was entered into on **December 15, 2021**, between **CANADIAN ENERGY CENTRE (CEC)** and **OMNICOM CANADA CORP. operating as DDB CANADA**, a Nova Scotia corporation ("**Service Provider**", and together with CLIENT, the "**Parties**", and each, a "**Party**"), as it may be amended from time to time.

This SOW is effective beginning on **February 4, 2022** and, unless terminated earlier in accordance with the Master Agreement, ends upon completion of the Work, as defined herein, to the client's reasonable satisfaction **December 31, 2022**. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Scope of Work. The Service Provider shall deliver the following (all of which shall be collectively referred to as the "**Work**"):

Alberta Campaign

This SOW will encompass all agency work to execute an integrated advertising campaign in the province of Alberta. Initial work in this first stage of the project will include media planning for campaign which will be running in Alberta. This SOW will be amended once these deliverables have been completed.

Deliverables will be:

- Media blocking chart with total ad spend (Media spend subject to approval by CEC)
- Material requirements which will provide deadlines for content due to publications
- Ad creation for insertions as required by media blocking chart (to be confirmed once media plan is finalized)

2. Work Schedule. The key milestones, completion dates, and terms associated with this SOW are as follows:

- *Presentation of media plan - week of February 7, 2022*
- *Feedback on publications from CEC – week of February 14, 2022*
- *Revisions to media plan – week of February 21, 2022*
- *Revised media plan presentation – week of February 28, 2022*
- *Approval of media plan – week of February 28, 2022*
- *Creative production requirements will be determined once media plan is approved*
- *Campaign in market date - TBC*

3. Pricing. The total budget for this SOW is listed below and is based on the scope and assumptions included in this SOW:

Item	Cost
Media planning	\$ 6,440.00
Creative concepts and execution	\$15,774
GST	\$1,110.70
Total SOW Cost	\$23,324.70

Work will be invoiced as it progresses; media will be billed on campaign start date.

See master contract for all terms.

4. Assumptions.

- 4.1. *Assumes information provided at brief is complete and accurate*
- 4.2. *The completion date assumes that the CEC and DDB are able to meet at key milestone dates to keep project on track.*
- 4.3. *Assumes any information requests by DDB to complete the work is provided in a timely fashion.*
- 4.4. *Assumes up to two rounds of revisions to creative and to media plan*
- 4.5. *Assumes CEC is responsible for supplying any editorial content per material requirements provided by DDB*

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the Effective Date

CANADIAN ENERGY CENTRE

Per: _____

Name: _____

Title: _____

CANADIAN ENERGY CENTRE

Per:  _____

Name: Tom Olsen

Title: CEO

OMNICOM CANADA CORP. o/a DDB CANADA

Per:  _____

Name: Martha Jamieson

Title: March 2, 2022

**eversign**

Audit Trail

Document Details

Title sow 5 CEC - .pdf
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